

**TASK ORDER AGREEMENT  
CONSTRUCTION ENGINEERING, CONSULTANT  
LPA PROJECTS**

CITY OF LINCOLN  
KIRKHAM MICHAEL AND ASSOCIATES, INC.  
PROJECT NO. ENH-55(160)  
CONTROL NO. 12879  
JAMAICA TRAIL NORTH – PHASE 2

THIS AGREEMENT, made and entered into by and between the City of Lincoln ,  
hereinafter referred to as the Local Public Agency or LPA, and Kirkham, Michael and Associates,  
Inc., hereinafter referred to as the "Consultant," and collectively referred to as the "Parties".

**WITNESSETH:**

WHEREAS, in accordance with the terms of the Master Agreement for Consultant  
Services Project (Master Agreement), State Agreement No. BK1239, executed by the  
Consultant on February 7, 2012, and by the State of Nebraska Department of Roads (State)  
on February 14, 2012, the State selected several consultants, including Consultant, to be  
available to complete services for various local public agency Federal-Aid projects, and

WHEREAS, the LPA has completed or is in the process of completing plans, special  
provisions, and standard specifications for the letting and construction of a federal-aid  
transportation related project, and

WHEREAS, the LPA has selected Consultant to provide Construction Engineering  
services hereinafter the "Services" for its project identified as Project No. ENH-55(160), and

WHEREAS, solely for convenience, consistency and in an attempt to obtain federal  
funding for the consultant services, the Parties intend that this task order agreement, herein after  
referred to as "Task Order", include some of the provisions of a February 14, 2012 Master  
Agreement for on-call services between Consultant and the State of Nebraska, Department of  
Roads, and

WHEREAS, LPA and Consultant wish to enter into this Task Order to specify the  
duties and obligations of the Parties for the Services described herein, and

WHEREAS, the Consultant and LPA intend that the Services provided by Consultant  
comply with all applicable federal-aid transportation project related program requirements, so  
that Consultant's costs of Construction Engineering will be eligible for federal reimbursement,  
and

WHEREAS, the LPA and Consultant intend that this Task Order be completed in

accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual (See definition in Section 1), and

WHEREAS, Consultants primary contact person for LPA will be LPA's representative, who has been designated as being in responsible charge of the project, and who is referred to herein as RC or Responsible Charge.

NOW THEREFORE, in consideration of these facts, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS (LPA Task Order)

WHEREVER in this Task Order the following terms are used, they shall have the following meaning:

"LPA" stands for Local Public Agency, and in this Task Order means City of Lincoln (city or county), unless the context otherwise requires. LPA may also be used to refer generally to other Local Public Agencies. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects.

"CONSULTANT" means the firm of Kirkham, Michael and Associates, Inc. and any employees thereof, whose business and mailing address is 12700 West Dodge Road, Omaha, Nebraska, 68154.

"SUBCONSULTANT/SUBCONTRACTOR" means the firm of Terracon Consultants, Inc. and any employees thereof, whose business and mailing address is 15080 A Circle, Omaha, Nebraska, 68144.

"LPA MANUAL" shall mean the Nebraska Department of Roads' LPA Guidelines Manual for Federal-Aid Projects. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://www.dor.state.ne.us/gov-aff/lpa/lpa-guidelines.pdf>.

"RESPONSIBLE CHARGE" or "RC" shall mean LPA's representative for the project whose duties and responsibilities are identified in federal law and in the LPA Manual.

"STATE" means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. The State represents the interests of the United States Department of Transportation on federally funded transportation projects sponsored by a sub recipient of federal funds and any reference to the "State" in this Task Order shall mean the

State on behalf of the United States Department of Transportation.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"DOT" means the United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"STATE REPRESENTATIVE" means an employee of the State assigned by the State to determine whether the LPA's project meets the eligibility requirements for federal funding and to provide technical assistance when requested by the LPA, in LPAs efforts to comply with the requirements for Federal-aid funded local projects.

To "ABANDON" the Task Order means that the LPA has determined that conditions or intentions as originally existed have changed and that the Task Order as contemplated herein is to be renounced and deserted for as long in the future as can be foreseen.

To "SUSPEND" the Task Order means that the LPA has determined that the conditions or intentions as originally existed have changed and that the Task Order as contemplated herein should be stopped on a temporary basis. This cessation will prevail until the State determines to abandon or terminate the Task Order or to reinstate it under the conditions as defined in this Task Order.

To "TERMINATE" or the "TERMINATION" of this Task Order is the cessation or quitting of this Task Order based upon action or failure of action on the part of the Consultant as defined herein and as determined by the LPA.

## SECTION 2. TERM OF THE AGREEMENT

This Task Order becomes effective on the date it is signed by the LPA and will end upon: (1) the waiver of an audit review or (2) the final completion of an audit review by the State or its authorized representative, and the resolution of all issues identified in the audit report.

## SECTION 3. TASK ORDER SCOPE OF SERVICES

LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. LPA and Consultant agree that the Scope of Services for this Task Order will be in two parts. Part one of the Scope of Services is contained within the General Scope of Services set out below. Part two of the Scope of Services is set out on the document attached hereto as Exhibit "A", entitled Scope of Services and Fee Proposal, which is hereby fully incorporated herein and made a part hereof by this reference. Exhibit "A" is the result of the following process:

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- (1) LPA provided Consultant with a document describing the detailed proposed Scope of Services for this project
- (2) Consultant made necessary and appropriate proposed additions, deletions, and revisions to LPA's detailed Scope of Services document
- (3) LPA and Consultant together reviewed the proposed Scope of Services, the proposed revisions and negotiated the final detailed Scope of Services and Fee Proposal document, which is attached as Exhibit "A".

Consultant and LPA have agreed that Exhibit "A" sets out the Services reasonably necessary and the costs reasonably estimated for Consultant Services to adequately observe, monitor, inspect, measure, manage, document and report so that LPA's project is constructed by the contractor in compliance with the Construction Contract Documents (definition below), the Manuals (definition below), State and Federal law, rule or regulation and policy.

*General Scope of Services:*

The Consultant services generally include, but are not limited to: project management; construction engineering; pre-construction staking; traffic control plans; conducting the preconstruction conference; construction staking; project inspection; materials sampling and testing during project construction; monitoring environmental commitments; preparing as-built plans; progress computations; final computations; preparing contractor change orders and work orders; and all project communications, including any necessary communication regarding federal-funding project eligibility questions, issues and concerns.

The Consultant shall review and have a working knowledge of the project plans, special provisions, standard specifications (the Standard Specifications for Highway Construction of NDOR (Current Edition)), change orders and all other project related contract documents for the construction of LPA's Federal-Aid project. The project plans, special provisions, standard specifications, and other contract documents are hereby incorporated by reference into this Task Order, as if they were fully set forth herein, and collectively, may be referred to as the Construction Contract Documents. Consultant shall assume the duties of "Inspector", (also referred to in the NDOR Construction Manual as "Construction Technician"); "Project Manager;" and also "Engineer" (unless the context of use of the term "Engineer" would otherwise require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction (2007 Edition). Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

Additionally, Consultant shall review and have a working knowledge of the following authoritative guides and manuals related to highway construction, materials and federal aid reimbursement:

- (1) NDOR Construction Manual - Current Edition
- (2) Materials Sampling Guide (NDOR)
- (3) Standard Methods of Tests – 2006 (NDOR)
- (4) The LPA Manual
- (5) The Manual on Uniform Traffic Control Devices
- (6) AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
- (7) The ASTM Standards
- (8) NDOR Final Review Manual

These documents are hereby incorporated herein by reference as if fully set forth, and these documents, collectively, may be referred to as the Manuals. Unless required otherwise by the Construction Contract Documents, Consultant shall be responsible for timely completion of all applicable checklists, tests, samples, duties, requirements and provisions of the Manuals. The Manuals will be used to determine what, when, how, the sequence, and other details of the work that must be provided by Consultant, whenever Consultant's duties in these respects are not clearly set out in the Construction Contract Documents. Consultant shall employ a sufficient number of qualified employees on the project to adequately observe, monitor, inspect, measure, manage, document, report and carry out the other duties of this Task Order, so that the project is constructed by the contractor in compliance with the Construction Contract Documents, the Manuals, State and Federal law, rule or regulation and policy. Consultant shall fulfill all contract duties of inspection, project management and construction engineering for the project in a timely manner and shall communicate regularly about the progress of the construction with the LPA, through the RC, and, when appropriate for federal funding or eligibility issues, the State representative.

The Consultant is required to use Trans\*Port Site Manager as the construction record-keeping system for Services under this contract.

The Consultant shall be present at the project site when appropriate for each applicable phase of construction to inspect, observe, monitor, measure, manage, document and report on the progress of the work or as otherwise specifically agreed to by the LPA.

The Parties understand that the Consultant is not responsible for the Contractor's means and methods of construction. To the extent the Construction Contract Documents and the Manuals specify sequencing of work, equipment requirements, or other construction methods, the Consultant shall keep the Owner's RC informed about the progress and quality of the portion of the work and shall advise the RC about observed or measured deficiencies in the work.

Additional Requirements:

- A. The Consultant shall advise the LPA when it appears any Disadvantaged Business Enterprise (DBE) working on the project is in need of assistance.
- B. The Consultant shall make every effort to assist the Contractor or any Subcontractor in interpreting Project Plans, Special Provisions, Standard Specifications, other Construction Contract Documents, or the Manuals.
- C. The Consultant will be present at the project site or available at LPA's Offices beginning on the date specified in the LPA's notice to proceed to the contractor, unless project work has not begun at the site; or, with at least 24 hours notice, at any prior date (1) when contract work begins or when materials are delivered to the project that need to be tested, sampled or inspected to verify conformance to the requirements of the Construction Contract Documents.
- D. The Consultant will promptly review and approve or reject all construction work on the project, with the right, but not the duty, for the State and FHWA to review for compliance or funding eligibility.
- E. All reports of field tests performed by the Consultant will be submitted weekly to the State Representative (two copies). Consultant will take prompt and appropriate action to reject or cause Contractor to remedy the work or materials that do not conform to the contract documents.
- F. The Consultant shall comply with all Federal, State and local laws, rules or regulations, policies or procedures, and ordinances applicable to the work contemplated in this Task Order.
- G. Project time delays attributed solely to the Contractor will constitute a basis for a request for an equivalent extension of time for the Consultant. The Parties understand that federal reimbursement of extra compensation must be approved in advance as described in the Fees and Payments Section of this Task Order.

H. The sampling and testing type, method and frequency must be completed by Consultant according to the current State of Nebraska Manuals, including the Materials Sampling Guide and the State Standard Methods of Tests ([www.dor.state.ne.us](http://www.dor.state.ne.us)), and the Construction Contract Documents. For sampling or testing issues or situations that are not covered in the Construction Contract Documents or the Manuals, Consultant shall notify LPA, provide its advice and request that LPA decide what testing type, method or frequency should be applied for this project. Any test methods or procedures that are proposed to be used and are not covered by NDOR procedures must receive prior concurrence for use from NDOR and FHWA.

#### SECTION 4. STAFFING PLAN (TO CE)

The Consultant has furnished LPA with a staffing plan that identifies the employees of the Consultant who will be part of the primary team for this project. The primary team is expected to be directly responsible for providing the field services for the work under this Task Order. This document shall specify the role that will be assigned to each member of the primary team. This document is attached hereto as Exhibit "A" and is incorporated herein by this reference. During construction, the Consultant may make occasional temporary changes to the primary team. However, any permanent change to the primary team will require prior written approval from the LPA.

Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of the Consultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as provided in the SUSPENSION, ABANDONMENT, OR TERMINATION section of this Task Order.

#### SECTION 5. NEW EMPLOYEE WORK ELIGIBILITY STATUS

The Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. The Consultant hereby agrees to contractually require any Subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the

Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. The undersigned duly authorized representative of the Consultant, by signing this agreement, hereby attests to the truth of the following certifications, and agrees as follows:

**Neb.Rev.Stat. § 4-114.** I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.

If the Consultant is an individual or sole proprietorship, the following applies:

1. The Consultant must complete the United States Citizenship Attestation form and attach it to this agreement. The form is available on the Department of Roads website at [www.transportation.nebraska.gov/projdev/#save](http://www.transportation.nebraska.gov/projdev/#save).
2. If the Consultant indicates on such Attestation form that he or she is a qualified alien, the Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify the Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Consultant understands and agrees that lawful presence in the United States is required and the Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

#### SECTION 6. NOTICE TO PROCEED AND COMPLETION

The LPA will issue Consultant a written Notice-to-Proceed upon 1) full execution of this Task Order, 2) LPA's determination that federal funding approval has been obtained for the project and 3) State's concurrence that the form of this Task Order is acceptable for federal funding eligibility. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed will not be eligible for reimbursement.

The Consultant shall complete all work under this Task Order within 45 calendar days after the DR Form 91 "Notification of Contract Completion" is signed by the State. Any costs incurred by Consultant after the completion deadline will not be eligible for federal funding reimbursement unless the Consultant has received a written extension of time from the LPA.

The completion date will not be extended because of any avoidable delay attributed to the Consultant, but delays not attributable to the Consultant, such as delays attributable to the Contractor, the State, or the LPA may constitute a basis for an extension of time.

#### SECTION 7. FEES AND PAYMENTS

The general provisions concerning payment under this Task Order are set out on the Exhibit "B", attached hereto and made a part of this Task Order.

For performance of the services under the terms of this Task Order, the Consultant will be paid a fixed-fee-for-profit of \$9,340.30 and up to a maximum amount of \$69,757.92 for actual costs in accordance with Exhibit "B". The total Task Order amount is \$79,098.22.

#### SECTION 8. PROFESSIONAL PERFORMANCE (CE Task Order 12-19-11)

The Consultant understands that the LPA will rely on the professional training, experience, performance and ability of the Consultant. Examination by the LPA, State, or FHWA, or acceptance or use of, or acquiescence in the Consultant's work product, will not be considered to be a full and comprehensive examination and will not be considered approval of the Consultant's work product which would relieve the Consultant from liability or expense that would be connected with the Consultant's sole responsibility for the propriety and integrity of the professional work to be accomplished by the Consultant pursuant to this Task Order. The Consultant further understands that acceptance or approval of any of the work of the Consultant by the LPA or concurrence by the State/FHWA or of payment, partial or final, will not constitute a waiver of any rights of the LPA to recover from the Consultant, damages that are caused by the Consultant due to error, omission, or negligence of the Consultant in its work. That further, if due to error, omission, or negligence of the Consultant, the work product of the Consultant is found to be in error or there are omissions therein revealed during or after the construction of the project and revision, reconsideration or reworking of the Consultant's work product is necessary, the Consultant shall make such revisions without expense to the LPA. The Consultant shall respond to the notice of any errors, omissions or negligence within 24 hours and give immediate attention to necessary corrections. If the Consultant discovers errors, omissions, or negligence in its work, it shall notify the LPA within 24 hours. Failure of the Consultant to notify the LPA will constitute a breach of this Task Order. The Consultant's legal liability for all damages incurred by the LPA caused by error, omission, or negligent acts of the Consultant will be borne by the Consultant without liability or expense to the LPA.

SECTION 9. SUSPENSION, ABANDONMENT OR TERMINATION (2/8/12)

The LPA has the absolute right to suspend or abandon the work, or terminate this Task Order at any time and such action on its part will in no event be deemed a breach of this Task Order. The LPA will give the Consultant seven days written notice of such suspension, abandonment, or termination. Any necessary change in Scope of Services shall follow the Consultant Work Order Process outlined in the FEES AND PAYMENTS section above.

If the LPA suspends or abandons the work or terminates this Task Order as presently outlined, the Consultant shall be compensated in accordance with the provisions of 48 CFR 31, provided however, that in case of suspension, abandonment, or termination for breach of this Task Order, the LPA will have the power to suspend payments, pending the Consultant's compliance with the provisions of this Task Order. For an abandonment or termination of this Task Order, payment to Consultant will be prorated based on the percentage of work completed by the Consultant prior to abandonment or termination compared to the total amount of work contemplated by this Task Order.

The ownership of all project plans and supporting documents completed or partially completed at the time of such termination or abandonment will be retained by the LPA and the Consultant shall immediately deliver all project plans and supporting documents to the LPA.

SECTION 10. SECTIONS INCORPORATED BY REFERENCE:

For the convenience of the Parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 12 through 18 and 20 through 27 of the Master Agreement for on-call construction engineering services for LPA projects between the Nebraska Department of Roads and Consultant, dated March, 2010, with one recurring change:

The name of LPA should be substituted in for any reference in that Master Agreement to State, State of Nebraska, Director or the Nebraska Department of Roads, unless the context would otherwise require. The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions.

Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the Nebraska Department of Roads is not a party to this Task Order and shall have no obligations or duties under this Task Order.

**SECTION 11. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (LPA)**

The Consultant agrees to save harmless the LPA and State/FHWA from all claims and liability due to the error, omission or negligence of the Consultant or those of the Consultant's agents or employees in the performance of services under this Task Order. Further, it is expected that in carrying out the work under this Task Order, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Task Order shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Task Order.

Finally, in this connection, the Consultant shall for the life of this Task Order, carry insurance as outlined in Exhibit "C" and attached hereto, and hereby made a part of this Task Order. In any contract Consultant has with a subconsultant, Consultant shall require that the insurance requirements outlined in Exhibit "C" must be met by the subconsultant.

**SECTION 12. CONSULTANT CERTIFICATIONS**

The undersigned duly authorized representatives of the Consultant, by signing this agreement, hereby swears, under the penalty of law, the truth of the following certifications, and agrees as follows:

- A. Neb. Rev. Stat. § 81-1715(1).** I certify compliance with the provisions of Section 81-1715 and, to the extent that this contract is a lump sum or actual cost-plus-a-fixed fee professional service contract, I hereby certify that wage rates and other factual unit costs supporting the fees in this agreement are accurate, complete, and current as of the date of this agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- B. Neb. Rev. Stat. §§ 81-1717 and 1718.** I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:
1. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this agreement, or
  2. Has agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
  3. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution,

donation, or consideration of any kind for, or in connection with procuring or carrying out this agreement, except as here expressly stated (if any).

**C. Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions.** Section C1 below contains 10 instructions that consultant agrees to follow in making the certifications contained in C2.

**1. Instructions for Certification**

- a. By signing this agreement, the Consultant is providing the certification set out below.
- b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. The Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the State's determination whether to enter into this agreement. However, failure of the Consultant to furnish a certification or an explanation will disqualify the Consultant from participation in this agreement.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the State determined to enter into this agreement. If it is later determined that the Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the State may terminate this agreement for cause or default.
- d. The Consultant shall provide immediate written notice to the State if at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- f. The Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the State before entering into this agreement.
- g. The Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. The Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
- i. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this

clause. The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph f of these instructions, if the Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the State may terminate this agreement for cause or default.

**2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

- a. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:
  - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - ii. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph a.ii above; and
  - iv. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where the Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this agreement. I acknowledge that this certification is to be furnished to the State and the FHWA in connection with this agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

**SECTION 13. LPA CERTIFICATION**

By signing this Task Order, I do hereby certify that, to the best of my knowledge, the Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

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I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 14. ALL ENCOMPASSED

This instrument embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts between LPA and Consultant, either oral or written hereto.

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IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this agreement, attest and affirm the truth of each and every certification and representation set out herein.

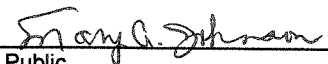
EXECUTED by the Consultant this 23<sup>rd</sup> day of October, 2013.

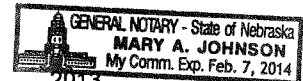
KIRKHAM, MICHAEL AND ASSOCIATES  
Chad W. Marsh

  
Vice President

STATE OF NEBRASKA)  
)ss.  
LANCASTER COUNTY)

Subscribed and sworn to before me this 23<sup>rd</sup> day of Oct., 2013.

  
Notary Public



EXECUTED by the (LPA) this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF LINCOLN  
Chris Beutler

\_\_\_\_\_  
Mayor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Form of Agreement Approved for  
Federal Funding Eligibility:

\_\_\_\_\_  
Date

AGRSCODING

**Exhibit "A"**  
**SCOPE OF SERVICES**

**CONSTRUCTION ENGINEERING**  
**for**

**Project Name: Jamaica Trail North – Phase 2**

**Project Number: ENH-55(160)**

**Control Number: 12879**

**A. PROJECT DESCRIPTION**

This scope provides for construction engineering services for Jamaica North Trail – Phase 2 in Lancaster County, Nebraska. The project consists of the following improvements: Grading, Concrete Pavement, Culverts and General Items

Kirkham, Michael and Associates, Inc. (Consultant) shall serve as agent for City of Lincoln (LPA), representing the LPA in all matters related to construction engineering services for this project.

It shall be the responsibility of the Consultant to administer, monitor, and inspect construction such that the project is constructed in conformity with the plans, specifications, and special provisions.

The Consultant shall inspect the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the LPA and Department, and direct the Contractor to correct such observed discrepancies.

**B. APPLICABLE PUBLICATIONS**

Work shall be done in accordance with the following materials as currently adopted at the time of letting:

1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
2. The ASTM Standards
3. NDOR Materials Sampling Guide
4. NDOR Construction Manual
5. NDOR Standard Specifications for Highway Construction
6. Project Plans
7. Contract Special Provisions
8. Manual on Uniform Traffic Control Devices (MUTCD) and NDOR's supplement to the MUTCD.
9. NDOR Final Review Manual
10. NDOR Standard Method of Tests for Laboratory and Field

**C. LPA SHALL PROVIDE**

The LPA, on an as needed basis, will furnish the following documents for the project.

1. Project description
2. Electronic Construction Plan files including current aerial photographs with project alignment, existing and new rights-of way (ROW) and easements, and LOC, if available
3. Two copies of the Plans and Special Provisions
4. Roadside safety guidelines (Survey Crew Traffic Control Policy, see NDOR website)
5. Survey Field Books with control points and bench marks
6. NEPA Document
7. Other

These documents may be provided in either paper or electronic format.

**D. CONSULTANT SHALL PROVIDE**

1. Project Management and Coordination. This task includes activities to initiate and monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices and monthly progress reports; prepare project correspondence with the LPA and/or NDOR; maintain project records; and perform other duties of the Project Manager as defined in the NDOR Standard Specifications for Highway Construction.
  - 1.1 Project Management activities shall include the following:
    - Project Management – Provide management of project including staffing, scheduling, invoicing, progress reports, and coordination with designer.
    - Prepare Change Orders and submit copies to the appropriate parties for approval and full execution.
    - Maintain detailed Project Records and keep them current. All records shall be available at the LPA's office.
    - Generate contractor's progress and final Estimates in Site Manager
    - Review Contractor's Construction Schedule
    - Coordinate with LPA and RC regarding all project activities.
    - Make entries of project data and diary information into Site Manager on a daily basis. Insure that inspectors and lab personnel are maintaining appropriate daily work reports and all material records.
2. Meetings. Project staff will meet with the LPA, the Contractor, and NDOR when requested by the State, and prepare minutes of the meeting. For some projects, a public meeting may be held and the consultant's attendance may be required.
  - 2.1 Construction Inspection Planning Meeting - The LPA shall coordinate this meeting prior to start of construction to ensure roles and responsibilities are clear. Attendees should include the LPA RC, construction inspection personnel and NDOR State Representative.
  - 2.2 Pre-Construction Meeting - Prepare the agenda, attend, and distribute meeting notes.
  - 2.3 Construction Progress Meetings - Prepare the agenda, attend, and conduct periodic progress meetings with the LPA and/or NDOR personnel, contractor, sub-contractors, utility personnel, and other agencies affected by the project. FHWA shall be included for full Federal oversight projects. There will be approximately 8 meetings.
  - 2.4 Public Meeting (If Required) - Assist the LPA with scheduling and conducting a Public Meeting with Contractor and Residents prior to the start of project.
  - 2.5 Assume 12 trips to the project site for meetings.
3. Traffic Control Plan. Consultant shall prepare a traffic control plan for the project site. These plan sheet(s) are to be signed by a Professional Engineer licensed in the State of Nebraska. Traffic Control plans shall be reviewed by the State Representative prior to placing in service (Owner will use checklist 12-72 to audit and document the Consultant's completion of this activity). Once the plans are completed, they are to be submitted to the Person of Responsible Charge (RC).
  - 3.1 Prepare Traffic Control Plan in accordance to NDOR Standard Plans, MUTCD and the NDOR Supplement to the MUTCD. Sign and seal plans.
  - 3.2 Review and approve Traffic Control Plan (If Completed by Contractor) for conformance to the Contract's Special Provisions.
  - 3.3 Submit Plans to the RC for their records.
4. SWPPP Inspections/Manual Updates. Consultant shall conduct inspections bi-weekly and after every ½" or greater rain event according to permit regulations. The Stormwater Pollution Prevention Plan (SWPPP) Manual shall be updated according to NDOR and/or LPA requirements.

- 4.1 Conduct **10** Inspections
  - 4.2 Update SWPPP Manual and Temporary Erosion Control Plan
  - 4.3 Assume **10** trips to the project site for SWPP Inspections.
5. Construction Survey/Staking. The following tasks are required if the Consultant is providing Construction Surveying and Staking. This work shall be done in accordance with the NDOR Construction Manual.
- 5.1 Provide coordination of staking needs with Contractor.
  - 5.2 Consultant shall verify and re-establish if necessary the survey control used during the preliminary engineering.
  - 5.3 Stake limits of construction throughout project.
  - 5.4 Mark removals including pavement removal limits. Stake right-of-way and construction easements.
  - 5.5 Provide slope stakes for grading
  - 5.6 Provide paving hubs. For structures storm sewer and pipe culverts, the consultant will provide grade stakes.
  - 5.7 Provide cross-section for new culverts before providing a Culvert Order List to Contractor.
  - 5.8 Stake fence relocation and guardrail.
  - 5.9 Stake silt fence.
  - 5.10 Verify existing tie-in elevations and locations and adjust new pavement grades to meet existing pavement.
  - 5.11 Assume **4** trips to the project site for construction survey/staking.

All items will be staked one time. Except for re-staking required for staking done incorrectly, re-staking will be considered out-of-scope. Consultant will invoice the LPA for the re-staking. If re-staking is required because of the activities of the Contractor, the fee for re-staking will be withheld from Contractor payment.

6. Construction Consultation/Site Manager & Daily Work Report (DWR). Consultant shall contact RC/Designer as needed to obtain plan clarifications/interpretations. Maintain and review project materials and promptly enter information into Site Manager.
- 6.1 Construction Consultation/SiteManager & Daily Work Report (DWR)
    - Review and Enter Data into SiteManager
    - Maintain Project Field Diaries, Files, and Record data in SiteManager
    - Document and Review Daily Work Reports (DWRs)
- ~~7. Girder Shim Surveying. (Bridge Projects Only) The Designer (PE) shall determine the girder shim values, which are defined as the differences in elevation between the top of girder elevation and the top of slab elevation necessary at known points along the length of the girder during placement of the deck to result in the finished top of slab elevation to be correct after the girder has deflected under the weight of the slab.~~
- ~~7.1 Girder Shim Surveying
    - Shim shots will be taken at the locations as determined by the designer.
    - Elevations and rod readings need to be recorded by Consultant and submitted to PE at the time the shim shots are taken.~~
- ~~8. Perform Bearing Calculations. If pile driving is required on the project, the Consultant shall perform bearing capacity calculations in accordance with the NDOR Construction Manual.~~
- ~~8.1 Perform Bearing Calculations~~
9. Construction Inspection. Consultant shall perform material sampling and testing and complete inspection work and project management in accordance with the references list in Section B of this Exhibit. Consultant shall assume the duties of "Inspector, (also referred to in the NDOR Construction Manual as "Construction Technician"), "Project Manager", and also "Engineer" (unless the context of use of the term "Engineer" would otherwise

require), as those terms are defined and duties set out in the Standard Specifications for Highway Construction. Consultant shall assume that it is responsible for all duties of the "Engineer" unless notified otherwise by RC on behalf of LPA.

9.1 Construction Inspection: Duties for construction inspection will include, but are not limited to, the following items:

- Conduct wage rate interviews and review payrolls for correctness and Davis-Bacon Wage Rate compliance
- Verify that the performance of the work is in conformance with the plans, specifications, and special provisions.
- Conduct reviews for compliance with Disadvantaged Business Enterprise (DBE) commitments
- The Consultant is required to create checklists to document assessment and compliance with all environmental commitments for the project. An Environmental Compliance Inspection Audit will be conducted by NDOR personnel. (NDOR will use checklist 12-20 to document the audit of the Consultant.) The environmental check list is to monitor and document construction activities for compliance with NEPA (Environmental Review Checklist, Section 404, NPDES, SWPPP, Threatened and Endangered Species, etc.)
- NDOR will provide the Initial Threatened and Endangered Species surveys required as outlined in the conservation conditions; and follow up survey training for the Consultant's environmental inspection personnel. Follow-up surveys as may be required will be the responsibility of the Consultant. Any required surveys for compliance with the Migratory Bird Treaty Act will also be the responsibility of the Consultant. NDOR will not conduct these surveys.
- The Consultant will provide NDOR 30 days advance notice of the need for the initial T&E surveys so that NDOR personnel can be scheduled to perform this work.
- Review work zone traffic control devices daily and, at a minimum weekly interval, conduct a nighttime drive through review of temporary traffic control devices (per ATSSA Quality Standards for Work Zone Traffic Control Devices). Perform reflectivity check (DR form 481) of temporary devices at the start of construction activities and at six (6) month intervals or as conditions warrant.
- Collect, sign/date, and file all delivery tickets and material certifications. All required material certifications shall be submitted to NDOR Materials & Research Division accompanied by a completed DR-12 sample ID form or Site Manager Sample Record ID.
- Consultant shall forward shop drawings to the RC for review and approval by the design engineer. Shop drawing review is not part of the scope of services for this construction engineering agreement
- Draft and review change order or time extension request including explanation of the issue and resolution and the justification for accepted prices and forward to RC. Once reviewed by NDOR and FHWA, proceed with the approval process. Forward a signed hardcopy to NDOR for further processing.
- Communicate and coordinate plan revisions and change orders with the Designer.
- Prepare a field checked culvert order list
- Prepare guardrail order list
- Generate periodic progress estimates using SiteManager and forward to RC for further approval.
- Review critical path schedule prepared by the Contractor for appropriateness and Current Controlling Operation (CCO) designation.
- On bridge projects, the Inspector shall take periodic survey shots with the assistance of one of the Contractor's to ensure compliance with the plans. Locate permanent pavement markings

9.2 Measure, calculate, and document quantities of pay items

- 9.3 Keep all records and data up-to-date so that all necessary information appears on the Weekly Report of Working Days when they are generated at mid-week.
- 9.4 Assume **40** trips to the site for construction inspection

- 10. Perform Material Sampling and Testing. The Consultant shall perform material testing as required in accordance with the references list in Section B of this Exhibit. All testing and sampling personnel shall be certified to perform these duties in accordance with the NDOR Materials Sampling Guide section 28. All non-NDOR Laboratories shall be pre-qualified by NDOR's Materials and Research Division to conduct the testing they are contracted to perform.

**NDOR SHALL PROVIDE:**

Typical testing done by NDOR Materials and Research's Central lab (sampling and delivery for these materials is done by Consultant and submitted to NDOR):

All Aggregate

- Quality and Soundness acceptance testing
- Gradation verification testing

PG Binders & Emulsions

- All required acceptance testing

All Steel Products

- All testing required for heat number pre-approval and acceptance testing

Chemical Lab

- All required source pre-approval and acceptance testing

Smoothness

- NDOR will run all 10% verification testing for projects with Smoothness
- Specifications for pavement. NDOR will perform bridge smoothness testing on bridges receiving pavement on either side of the bridge

**CONSULTANT SHALL PROVIDE:**

(List of tests to be provided by NDOR)

- 10.1 Collect, verify, document and deliver all samples to testing lab
- 10.2 Collect, verify, document and deliver a copy of all required material certifications to the NDOR Materials and Research Central Lab.
- 10.3 Review and document test results of all samples and coordinate with owner for acceptance and incorporation into the project.
- 10.4 Assume **6** trips to the project site for Material Sampling and Testing.

- 11. As-Built Drawings. Prepare As-built drawings according to the LPA manual and the current directions from the NDOR Final Review Section.

11.1 As-Built Drawings

- 12. Final Inspections. Consultant shall prepare a punch list of items for the project site and conduct a final project walk-through inspection with the LPA RC and NDOR State Representative to verify that corrective work identified on the punch list has been completed.

12.1 Walkthrough of Site and Preparation of Punch List

- 12.2 Review Project to verify that Punch List work has been completed (Owner will use LPA Manual checklist 12-75 to audit and document the Consultant's completion of this activity)

- 13. Project Closeout. Assist RC with compiling project construction records as requested. Assemble and transmit Final Construction Records to LPA RC in paper format (printed single sided), including:

13.1 Project Closeout activities shall include the following:

- Project Manager's Final Estimate
- Copy of Consultant PM's (representing LPA) Concurrence/Non-Concurrence Letter w/ Certified Mail Receipt Enclosed.
- Copy of Contractor's signed Concurrence/Non-Concurrence Letter
- Memo of Major Item Review
- Memo of Time Allowance Review (Required only if the Contractor has overrun on the Contract Time Allowance.)
- Borrow Site Memo
- City Agreement Letter
- Project Completion Memo - The Consultant's PM should perform this in an e-mail to the NDOR Rep with the required information – check with the NDOR Rep for this. The Consultant should ensure that the LPA RC sends a letter of Tentative Acceptance (per NDOR format) to the Contractor – send copies to the NDOR Rep.
- Sign Deduction Memo (If required)
- Material Review Memo
- SiteManager PM Diary Report
- SiteManager Contract Item Report for all Contract Items
- All NDOR Spreadsheets and Workbooks used for Contract Item supportive documentation.
- All Contractor-provided Asphalt QA/QC Test Results (asphalt projects)
- Project Culvert Field Book with information per the NDOR Construction Manual
- Signed and stamped As Built Plans (full size)
- Copy of Evaluation(s) of Contractor
- LPA CE Project Closeout Checklist (LPA Manual Checklist 14-10)
- Deliver Final Construction Records to LPA RC, including Form DR-299 - Project Construction Conformity Certification and ensure that the LPA RC completes the LPA RC Project Closeout Checklist (LPA Manual checklist 14-20 and includes it in the Final Records provided to the NDOR State Representative for review)

14. Other. (Additional project specific tasks may be added here)

14.1 Other

14.2 Other

**E. SCHEDULE**

1. Notice to Proceed: \_\_\_\_\_
2. The Consultant shall provide a schedule of activities and deliverables upon award

State of Nebraska Department of Roads  
Required Document List

Contract ID 1879X  
Control Number 12879 000  
Project Number ENH-55(160)  
Location JAMAICA NORTH TRAIL - PHASE 2  
Type of Work GRAD CONC PAVE CULV  
Letting Date 10/24/2013  
SG Version July 1, 2013

**DISCLAIMER:** This document may not include all material requirements for this project. Please refer to the Materials Sampling Guide for a comprehensive list of the material requirements. This document will not reflect any changes made to the project after the project letting.

Legend	
TOS	Test or Sample
CC	Contractor's Certification
MC	Manufacturer Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
MA	M&R Approval
SG	Material Sampling Guide
SR	Shipping Report

Group	Line	Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
GROUP 1 GRADING	0001	0030.10		MOBILIZATION	1.000	LS			
	0002	1009.00		GENERAL CLEARING AND GRUBBING	1.000	LS			
	0003	1011.00		WATER	26.000	MGAL			
	0004	1030.00		EARTHWORK MEASURED IN EMBANKMENT	1901.000	CY			
				Soil Density-Embankment			TOS	SG 09	CHURCHWELL
	0005	1041.00		SALVAGING AND PLACING TOPSOIL	8373.000	SY			
	0006	1101.00		REMOVE PAVEMENT	30.000	SY			
	0007	1101.25		SAWING PAVEMENT	15.000	LF			
	0008	1109.00		REMOVE CURB	54.000	LF			
	0009	1136.04		REMOVE AND RELOCATE SIGN	1.000	EACH			
	0010	4093.80		WALL MATERIALS	2478.000	SF			
				Soil Density-Modular Wall Backfill			TOS	NSS715	KRASON
	0011	4095.15		COMPACTED EARTH LEVELING PAD	375.000	LF	TOS	SG 13	CHURCHWELL
	0012	6406.00		PEDESTRIAN HANDRAIL	415.000	LF	TOS	NSS715	CHURCHWELL
GROUP 3 CONCRETE PAVEMENT	0013	7151.00		REMOVE AND RESET FENCE	23.000	LF	TOS	NSS716	KAREL
	0014	8024.50		SELECT GRANULAR BACKFILL FOR RETAINED EARTH STRUCTURE	603.000	CY	TOS/COT/COC	NSS715	LINDEMANN
				Soil Density-Select Granular Backfill			TOS	SG 13	CHURCHWELL
	0015	1006.00		COVER CROP SEEDING	1.730	ACRE			
	0016	1019.21		EROSION CONTROL, CLASS 2B	128.000	SY	APL	NSS807	DONDLINGER
	0017	1021.51		EROSION CHECKS, TYPE WATTLE	1122.000	LF	APL	NSS808	DONDLINGER
	0018	0030.30		MOBILIZATION	1.000	LS			
	0019	1020.03		DELINEATOR, TYPE III	8.000	EACH			
				Reflectors for Delineator Posts			TOS	SG-25	KAREL
							APL	SG 25	KAREL
	0020	2009.52		CRUSHED ROCK EMBEDMENT	295.000	SY			
	0021	2010.00		CRUSHED ROCK SURFACE COURSE	26.000	CY			
	0022	3016.21		CONCRETE CLASS 47B-3000 SIDEWALKS	16.000	SY			
				Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	KRASON
				Portland Cement Concrete			TOS	SG-16	KRASON
				Pref Expansion Jt Filler			APL	SG-16	KRASON
				White Pigmented Cure Compound-Field Use			APL/TOS	SG-16	KRASON
				Class B Aggregate			TOS	SG-16	BEASON
				Class E Aggregate			TOS	SG-16	BEASON
	0023	3016.39		DETECTABLE WARNING PANEL	128.000	SF	APL	SP-127	KAREL
	0024	3016.61		5" CONCRETE CLASS 47B-3000 BIKEWAY	8754.000	SY			
				Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	KRASON
				Portland Cement Concrete			TOS	SG-16	KRASON
				White Pigmented Cure Compound-Field Use			APL/TOS	SG-16	KRASON
				Hot Poured Joint Sealant -Field Use			APL/TOS	SG-16	BYRE
				Class B Aggregate			TOS	SG-16	BEASON
				Class E Aggregate			TOS	SG-16	BEASON
	0025	3075.04		5" CONCRETE CLASS 47B-3000, IMPRINTED SURFACE	189.000	SY			
	0026	3075.32		8" CONCRETE PAVEMENT, CLASS 47B-3500	250.000	SY			
				Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-15	KRASON
				Portland Cement Concrete			TOS	SG-15	KRASON
				Reinforcing Steel - Field Sample			TOS/COT	SG-15	KAREL
				Reinforcing Steel-(pretested)			TOS/COT	SG-15	KAREL
				White Pigmented Cure Compound-Field Use			APL/TOS	SG-15	KRASON
				Hot Poured Joint Sealant -Field Use			APL/TOS	SG-15	BYRE
				Epoxy Resin Bonding System-Grade 3			APL	SG-15	KRASON
				Class B Aggregate			TOS	SG-15	BEASON
				Class E Aggregate			TOS	SG-15	BEASON
	0027	4015.00		ADJUST MANHOLE TO GRADE	3.000	EACH			
				Portland Cement Concrete			TOS	SG-16	KRASON
				Class B Aggregate			TOS	SG-16	BEASON
				Class E Aggregate			TOS	SG-16	BEASON
	0028	4020.30		CONCRETE DITCH LINING	79.000	LF			
				Portland Cement Concrete			TOS	SG-16	KRASON
	0029	7110.06		6 FOOT CHAIN-LINK FENCE	778.000	LF			
	0030	7115.06		END POST FOR 6 FOOT CHAIN-LINK FENCE	4.000	EACH			
				Portland Cement Concrete			TOS	SG-16	KRASON
	0031	7121.10		30 FOOT VEHICLE GATE FOR 6 FOOT CHAIN-LINK FENCE	1.000	EACH			
	0032	7321.00		TYPE A SIGN	124.500	SF			
	0033	7340.00		STRUCTURAL STEEL FOR SIGN SUPPORTS	892.500	LB	COT	SG-22	KAREL
	0034	7489.24		24" WHITE THERMOPLASTIC, GROOVED	210.000	LF			
				Glass Beads-Thermo and Polyurea			COC	SG 23	DONDLINGER
				Thermoplastic Pavment Marking			COC	SG 23	DONDLINGER
	0035	7530.49		RAILROAD CROSSING SYMBOL PREFORMED PAVEMENT MARK	1.000	EACH	APL	SG 23	DONDLINGER
	0036	1001.02		SEEDING, TYPE B	1.730	ACRE			
	0037	1032.75		MULCH	4.000	TON			

State of Nebraska Department of Roads  
Required Document List

Contract ID 1875X  
Control Number 12879 000  
Project Number ENH-55(160)  
Location JAMAICA NORTH TRAIL - PHASE 2  
Type of Work GRAD CONC PAVE CULV  
Letting Date 10/24/2013  
SG Version July 1, 2013

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Legend	
TOS	Test or Sample
CC	Contractor's Certification
MC	Manufacturer's Certification
COC	Certification of Compliance
COT	Certification of Test
APL	Approved Products List
PMV	Project Manager's Verification
SP	Special Provisions
NSS	Nebraska Standard Specification
MA	M&R Approval
SG	Material Sampling Guide
SR	Shipping Report

Group	Line Item	Item Code	Description	Quantity	Unit	Acceptance Method	Reference Book	M&R Contact
GROUP 4 CULVERTS	0038	0030.40	MOBILIZATION	1.000	LS			
	0039	4050.01	EXCAVATION FOR PIPE, PIPE-ARCH CULVERTS, AND HEADWALL	24.000	CY			
	0040	4107.07	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	0.420	CY			
			Portland Cement Blended-IPF, IPN, IPF/S			TOS	SG-16	KRASON
			Portland Cement Concrete			TOS	SG-16	KRASON
			White Pigmented Cure Compound-Field Use			APL/TOS	SG-16	KRASON
			Class B Aggregate			TOS	SG-16	BEASON
			Class E Aggregate			TOS	SG-16	BEASON
	0041	4157.00	REINFORCING STEEL FOR COLLARS	38.000	LB			
			Reinforcing Steel - Field Sample			TOS/COT	SG-16	KAREL
			Reinforcing Steel-(prestressed)			TOS/COT	SG-16	KAREL
			Non-Shrink Grout			APL	SG-16	KRASON
	0042	4310.18	18" FLARED-END SECTION	1.000	EACH			
			Buy America Cert-Producer/Supplier			MC	NSS106	KAREL
			Concrete Flared End Section-18 in			SR	SG 19	KAREL
	0043	4360.36	36" METAL FLARED-END SECTION	1.000	EACH			
			Buy America Cert-Producer/Supplier			MC	NSS106	KAREL
	0044	4460.18	18" CONCRETE FLARED-END SECTION	1.000	EACH			
			Concrete Flared End Section-18 in			SR	SG 19	KAREL
	0045	4510.18	18" ROUND EQUIVALENT CONCRETE FLARED-END SECTION	2.000	EACH			
			Concrete Flared End Section-18 in RE			SR	SG 19	KAREL
GROUP 10 GENERAL ITEMS	0046	P120.18	18" CULVERT PIPE, TYPE 2	5.000	LF			
			Reinforced Concrete Pipe 18in-Class III			SR	SG 19	KAREL
	0047	P127.18	18" ROUND EQUIVALENT CULVERT PIPE, TYPE 2	15.000	LF			
			Reinforced Concrete Pipe 18inRE-Class III			SR	SG 19	KAREL
	0048	P300.36	36" CULVERT PIPE, TYPE 3,4 OR 5	74.000	LF			
			Buy America Cert-Producer/Supplier			MC	NSS106	KAREL
	0049	P500.18	18" CULVERT PIPE, TYPE 2,4,5,7 OR 8	26.000	LF			
			Buy America Cert-Producer/Supplier			MC	NSS106	KAREL
			Reinforced Concrete Pipe 18in-Class III			SR	SG 19	KAREL
	0050	0001.10	BARRICADE, TYPE III	207.000	B DAY			
			Barricade Warning Lights Type A			APL	SG 23	KAREL
			Reflective Sheeting			TOS	SG 23	DONDLINGER
	0051	0001.99	CONTRACTOR FURNISHED SIGN DAY	207.000	EACH			
	0052	0002.30	PAVEMENT MARKING REMOVAL	23.000	LF			
	0053	0002.32	PAVEMENT MARKING REMOVAL	85.000	SF			
	0054	0030.00	MOBILIZATION	1.000	LS			
	0055	9110.01	RENTAL OF LOADER, FULLY OPERATED	10.000	HOUR			
	0056	9110.03	RENTAL OF DUMP TRUCK, FULLY OPERATED	10.000	HOUR			
	0057	9110.07	RENTAL OF SKID LOADER, FULLY OPERATED	10.000	HOUR			
	0058	9110.27	RENTAL OF CRAWLER MOUNTED HYDRAULIC EXCAVATOR, FULLY OPERATED	10.000	HOUR			
	0059	1022.90	TEMPORARY SILT FENCE	1000.000	LF	APL	NSS809	DONDLINGER
	0060	1032.70	TEMPORARY MULCH	2.000	TON			
			BUY AMERICA CERTIFICATION (PRIME CONTRACTOR)			CC	SP-75	KAREL

State of Nebraska Department of Roads  
Materials Sampling and Testing Summary

Contract ID 1473X  
Control Number 12879.000  
Project Number RNS-SS160  
Location JAMACA NORTH TRAIL PHASE 2  
Type of Work GRADE CONC PAVE CURV  
Testing Date 10/26/2013  
MSG Version July 1, 2013

These are estimated quantities for materials that need to be tested for this project.  
Items that require certification or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDOT for verification testing.

Exhibit "A"

Group	Line Item	Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
GROUP 1 GRADING	0004	1030.00	EARTHWORK MEASURED IN EMBANKMENT	1801.000	CY	Lab Standard Proctor Test Field Density Test Field Moisture Test	1 1 1	In-place moisture-density tests for each 1000ft. depending on soil type or as needed is indicated by changes in soil material.	SG 09 CHURCHWELL
	Assume:	1 per location/1 locations	Soil Density Embankments						
	0010	4093.80	WALL MATERIALS	2478.000	SF	Lab Standard Proctor Test Field Density Test Field Moisture Test	1 8 8	Varies depending on soil types In-place moisture-density tests for each 1000' or less and for each 1' in thickness or fraction thereof.	SG 13 CHURCHWELL
	Assume:	1 per location/8 locations	Soil Density-Modular Wall Backfill						
	0014	8024.50	SELECT GRANULAR BACKFILL FOR RETAINED EARTH STRUCTURE	603.000	CY	Lab Standard Proctor Test Field Density Test Field Moisture Test	1 8 8	In-place moisture-density tests for each 1000' or less and for each 1' in thickness or fraction thereof.	SG 13 CHURCHWELL
	Assume:	1 per location/8 locations	Soil Density-Select Granular Backfill						
	0020	2009.32	CRUSHED ROCK EMBEDEMMENT	295.000	SY	Sample for Quality Gradation	1 1	No samples required if source is Kerford or Martin Marietta @ Fort Calhoun. 1. each sample is required for each section line or fraction thereof, from all other sources.	SG 13 CHURCHWELL
	0021	2010.00	CRUSHED ROCK SURFACE COURSE	26.000	CY	Sample for Quality Gradation	1 1	No samples required if source is Kerford or Martin Marietta @ Weeping Water OR Martin Marietta @ Fort Calhoun	SG 06 BEASON
	0022	3016.21	CONCRETE CLASS 47B-3000 SIDEWALKS	16.000	SY	Sample for Quality Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 4 4 16	Sample required if from a non-approved stock Airflowey 3000), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock	SG 14, 29 SG 15, 16 SG 15, 16 SG 15, 16 SG 15, 20 BRRE
	Assume:	Poured with others	White Pigmented Cure Compound-Field Used						
GROUP 3 CONCRETE PAVEMENT	0024	3016.61	5" CONCRETE CLASS 47B-3000 BIKEWAY	8754.000	SY	Sample for Quality Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 4 4 16	Sample required if from a non-approved stock Airflowey 3000), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock	SG 14, 29 SG 15, 16 SG 15, 16 SG 15, 16 SG 15, 20 BRRE
	Assume:	4 Pours	Use of Slip Form Paving Utilized						
	0025	3075.04	White Pigmented Cure Compound-Field Used	189.000	SY	Sample for Quality Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 4 4 16	Sample required if from a non-approved stock Airflowey 3000), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock	SG 14, 29 SG 15, 16 SG 15, 16 SG 15, 16 SG 15, 20 BRRE
	Assume:	Poured with others	White Pigmented Cure Compound-Field Used						
	0026	3075.32	8" CONCRETE PAVEMENT, CLASS 47B-3500	250.000	SY	Sample for Quality Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 4 4 16	Sample required if from a non-approved stock Airflowey 3000), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock	SG 14, 29 SG 15, 16 SG 15, 16 SG 15, 16 SG 15, 20 BRRE
	Assume:	1 Pour	White Pigmented Cure Compound-Field Used						
	0027	4015.00	ADJUST MANHOLE TO GRADE	3.000	EACH	Sample for Quality Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 4 4 16	Sample required if from a non-approved stock Airflowey 3000), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock	SG 14, 29 SG 15, 16 SG 15, 16 SG 15, 16 SG 15, 20 BRRE
	Assume:	Poured with others	White Pigmented Cure Compound-Field Used						
	0028	4020.30	CONCRETE DITCH LINING	79.000	LF	Sample for Quality Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 4 4 16	Sample required if from a non-approved stock Airflowey 3000), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock	SG 14, 29 SG 15, 16 SG 15, 16 SG 15, 16 SG 15, 20 BRRE
	Assume:	Poured with others	White Pigmented Cure Compound-Field Used						
GROUP 4 CULVERTS	0029	7110.06	6 FOOT CHAIN-LINK FENCE	778.000	LF	Sample for Quality Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 4 4 16	Sample required if from a non-approved stock Airflowey 3000), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock	SG 14, 29 SG 15, 16 SG 15, 16 SG 15, 16 SG 15, 20 BRRE
	0030	7115.06	END POST FOR 6 FOOT CHAIN-LINK FENCE	4.000	EACH	Sample for Quality Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 4 4 16	Sample required if from a non-approved stock Airflowey 3000), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock	SG 14, 29 SG 15, 16 SG 15, 16 SG 15, 16 SG 15, 20 BRRE
	Assume:	Poured with others	White Pigmented Cure Compound-Field Used						
	0040	4107.07	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	0.420	CY	Sample for Quality Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 4 4 16	Sample required if from a non-approved stock Airflowey 3000), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock	SG 14, 29 SG 15, 16 SG 15, 16 SG 15, 16 SG 15, 20 BRRE
	Assume:	Poured with others	White Pigmented Cure Compound-Field Used						
	0040	4107.07	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	0.420	CY	Sample for Quality Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 4 4 16	Sample required if from a non-approved stock Airflowey 3000), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock	SG 14, 29 SG 15, 16 SG 15, 16 SG 15, 16 SG 15, 20 BRRE
	Assume:	Poured with others	White Pigmented Cure Compound-Field Used						
	0040	4107.07	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	0.420	CY	Sample for Quality Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 4 4 16	Sample required if from a non-approved stock Airflowey 3000), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock	SG 14, 29 SG 15, 16 SG 15, 16 SG 15, 16 SG 15, 20 BRRE
	Assume:	Poured with others	White Pigmented Cure Compound-Field Used						
	0040	4107.07	CLASS 47B-3000 CONCRETE FOR CONCRETE COLLARS	0.420	CY	Sample for Quality Field Tech Tests Unconfined Compression Cylinder Sample for Quality	1 4 4 16	Sample required if from a non-approved stock Airflowey 3000), Slump, Unit Weight, Yield, Cylinders... Sample required if from a non-approved stock One sample per lot unless shipped from tested and approved stock	SG 14, 29 SG 15, 16 SG 15, 16 SG 15, 16 SG 15, 20 BRRE

Contract ID 1873X  
Control Number 12879.000  
Project Number BMS-55160  
Location JAMAICA NORTH TRAIL - PHASE 2  
Type of Work GRADE CONC PAVE CIVIL  
Testing Date 10/24/2013  
MSG Version July 1, 2013

These are estimated quantities for materials that need to be tested for this project.  
Items that require certifications or letters of compliance are not listed. Please refer to Materials Sampling Guide for those items and for frequency of materials that need to be submitted to NDR for verification testing.

Exhibit "A"

Group	Item Item Code	Description	Quantity	Unit	Test Description	Number of Tests	Comments	Guidance
GROUP 10 GENERAL ITEMS	Assume:	Poured with others						
	0.42	CY						
	0041	4157.00	38.000	LB	Sample for Quality	1	Sample required if from a non-approved stock	SG 15, 16 KRASON
	0050	0001.10	207.000	BDAY	Sample for Quality Reflectivity Test	1 2	2-5 samples unless from approved stock 1 of every 5, or a minimum of two of each type	SG 15, 16 KAREL SG 23 DONOLINGER
Concrete Calculations								
Conversion Factor			Totals					
47B-3500 and 47B-3000			1317.92	CF				
Fine Agg	0.806	CF Agg/CF PCC	1062.24	CF				
Coarse Agg	0.3618	CF Agg/CF PCC	476.82	CF				
1PF Cement	564	lb/CF PCC	371.65	Tons				
Agg/Cement Sampling & Testing Totals								
Fine Agg	1.3	Tons/CF Agg	1380.92	Tons	Fine Agg Gradation	1	One test every 1500 tons	MSG 15, 16 BRASON
Coarse Agg	1.25	Tons/CF Agg	596.03	Tons	Fine Agg Quality	1	One test every 1500 tons; NDR will test these samples	MSG 15, 16 BRASON
1PF Cement	n/a		371.65	Tons	Coarse Agg Gradation	1	One test every 1500 tons	MSG 15, 16 BRASON
					Coarse Agg Quality	1	One test every 1500 tons; NDR will test these samples	MSG 15, 16 BRASON
					1PF Cement Sample	1	One test every 150 tons; NDR will test these samples	MSG 15, 16 MASTERS

\*\* These totals assume all concrete produced by a single source.

# CONSTRUCTION ENGINEERING SERVICES

## Staffing Plan

Project Name: **Jamaica Trail North - Phase 2**  
 Project Number: **ENH-55(160)**  
 Control Number: **12879**  
 Location (City, County): **Lincoln, Lancaster**  
 Firm Name: **Kirkham, Michael and Associates, Inc.**  
 Consultant Project Manager: **Brendan Lilley**  
 Phone/Email: **402-362-7117/blilley@kirkham.com**  
 LPA Responsible Charge: **Terry Gerlich**  
 Phone/Email: \_\_\_\_\_  
 NDOR Project Coordinator: **Greg Wood**  
 Phone/Email: **402 479-3831, greg.wood@nebraska.gov**  
 Date: **October 8, 2013**



Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PR	Principal	11	\$52.88	\$581.68
PM	Project Manager	178	\$42.55	\$7,573.90
ENG	Engineer	17	\$38.00	\$646.00
DES	Designer/CADD Technician	4	\$30.50	\$122.00
SCC	Survey Crew Chief	116	\$25.70	\$2,981.20
SCM	Survey Crew Member	116	\$15.00	\$1,740.00
INSP 2	Inspector 2		\$19.50	
INSP 1	Inspector 1	395	\$18.50	\$7,307.50
ADM	Administrative		\$16.15	
FM	Field Manager	54	\$52.88	\$2,855.52
PS	Project Surveyor	32	\$31.00	\$992.00
<b>TOTALS</b>		<b>823</b>		<b>\$24,789.80</b>

Overhead Rate\*: 169.02% Fee for Profit Rate\*: 14.00%

\* Enter firms most recent Audited Overhead Rate, and Fee for Profit Rate calculated from the NDOR Fixed Fee Worksheet (available on the NDOR website).

### CLASSIFICATIONS\*\*:

PR = Principal	SCC = Survey Crew Chief	ADM = Administrative
PM = Project Manager	SCM = Survey Crew Member	FM = Field Manager
ENG = Engineer	INSP 2 = Inspector 2	PS = Project Surveyor
DES = Designer/CADD Technician	INSP 1 = Inspector 1	

\*\* For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate in the Labor Costs Table, as well as the remaining sheets.

### Blended Rates Table

STAFFING PLAN			
EMPLOYEE NAME	CLASSIFICATION <sup>1</sup> & CERTIFICATIONS	SALARY RATE	% ASSIGNED <sup>2</sup>
<b>Principal</b>			
Chad W. Marsh	Vice President	\$52.88	100%
		<b>Blended Rate:</b>	<b>\$52.88</b>
<b>Project Manager</b>			
Brendan Lilley	Project Manager	\$42.55	100%
		<b>Blended Rate:</b>	<b>\$42.55</b>
<b>Engineer</b>			
Jay Fallick	Engineer	\$38.00	100%
		<b>Blended Rate:</b>	<b>\$38.00</b>
<b>Designer/CADD Technician</b>			
Jeffrey Gute	Cadd	\$30.50	100%
		<b>Blended Rate:</b>	<b>\$30.50</b>
<b>Survey Crew Chief</b>			
James Cantrell	Survey Crew Chief	\$27.50	80%
Elliot Marshall	Survey Crew Chief	\$18.50	20%
		<b>Blended Rate:</b>	<b>\$25.70</b>
<b>Survey Crew Member</b>			
Blake Ruffcorn	Crew Member	\$15.00	100%
		<b>Blended Rate:</b>	<b>\$15.00</b>
<b>Inspector 2</b>			
Dennis Weaver	Inspector 2	\$19.50	100%
		<b>Blended Rate:</b>	<b>\$19.50</b>
<b>Inspector 1</b>			
Spencer Huff	Inspector 1	\$18.50	100%
		<b>Blended Rate:</b>	<b>\$18.50</b>
<b>Administrative</b>			
Susan Beauschamp	Administrative	\$16.00	95%
Mary Mohan	Administrative	\$19.00	5%
		<b>Blended Rate:</b>	<b>\$16.15</b>
<b>Field Manager</b>			
Chad W. Marsh	Field Manager/VP	\$52.88	100%
		<b>Blended Rate:</b>	<b>\$52.88</b>
<b>Project Surveyor</b>			
Jeffrey Gute	Project Surveyor	\$31.00	100%
		<b>Blended Rate:</b>	<b>\$31.00</b>

<sup>1</sup> Input actual employee classification as designated by firm. Also enter in any certifications that employee holds.

<sup>2</sup> Total of "% Assigned" must equal 100% for each personnel classification category. If one person in classification, list them as 100% for "% Assigned".

Consultant's Independent Cost Estimate for CE Services  
Staffing Plan

# CONSTRUCTION ENGINEERING SERVICES

## Consultant's Estimate of Hours

Project Name: **Jamaica Trail North - Phase 2**  
 Project Number: **ENH-55(160)**  
 Control Number: **12879**  
 Location (City, County): **Lincoln, Lancaster**  
 Firm Name: **Kirkham, Michael and Associates, Inc.**  
 Consultant Project Manager: **Brendan Lilley**  
 Phone/Email: **402-362-7117/blilley@kirkham.com**  
 LPA Responsible Charge: **Terry Genrich**  
 Phone/Email: \_\_\_\_\_  
 NDOR Project Coordinator: **Greg Wood**  
 Phone/Email: **402 479-3831, greg.wood@nebraska.gov**  
 Date: **October 8, 2013**



TASKS	PERSONNEL CLASSIFICATIONS**											
	PR	PM	ENG	DES	SCC	SCM	INSP 2	INSP 1	ADM	FM	PS	Total
<b>For Construction Engineering Services:</b>												
<b>1. Project Management and Coordination</b>												
1.1 Project Management	2	24								8		34
Subtotal	2	24								8		34
<b>2. Meetings</b>												
2.1 Construction Inspection Planning Meeting	2	4					4		4			14
2.2 Pre-Construction Meeting	1	4					4		4			13
2.3 Construction Progress Meetings		12					12					24
2.4 Public Meeting (If Required)												
2.5 Trips to Site (Travel Time) for Meetings	2	8					7		4			21
Subtotal	6	28					27		12			72
<b>3. Traffic Control Plan</b>												
3.1 Prepare Traffic Control Plan	1	3	3	4								11
3.2 Review Traffic Control Plan (If Completed by Contractor)	1	1	1									3
3.3 Sign and Submit Plans to the RC		1	1									2
Subtotal	2	5	5	4								16
<b>4. SWPPP Inspections/Manual Updates</b>												
4.1 Conduct Inspections							12					12
4.2 Update SWPPP Manual		1					4					5
4.3 Trips to Site (Travel Time) for SWPPP Inspections												
Subtotal	1						16					17
<b>5. Construction Survey/Staking</b>												
5.1-5.10 Totals From Survey-Staking Worksheet (enter hours in grey cells)					100	100		10		8	26	244
5.11 Trips to Site (Travel Time) for Construction Survey/Staking					16	16						32
Subtotal					116	116		10		8	26	276
<b>6. Construction Consultation/Site Manager &amp; Daily Work Report (DWR)</b>												
6.1 Construction Consultation/Site Manager & Daily Work Report (DWR)							30					30
Subtotal							30					30
<b>7. Girder Shim Surveying (Bridge Projects Only)</b>												
7.1 Girder Shim Surveying												
Subtotal												
<b>8. Perform Bearing Calculations</b>												
8.1 Perform Bearing Calculations												
Subtotal												
<b>9. Construction Inspection</b>												
9.1 Construction Inspection							150		16			166
9.2 Measure, calculate, and document quantities of pay items							30					30
9.3 Maintain records/data and prepare the Weekly Report of WDs		20					40					60
9.4 Trips to Site (Travel Time) for Construction Inspection		4					20					24
Subtotal		24					240		16			280
<b>10. Perform Material Sampling and Testing</b>												
10.1 Collect, verify, document and deliver all samples to testing lab												
10.2 Provide all required material certifications to the NDOR M & R Lab												
10.3 Review and document all test results of all samples												
10.4 Trips to Site (Travel Time) for Delivery and Collecting Samples												
Subtotal												
<b>11. As-Built Drawings</b>												
11.1 Prepare As-Built Drawings		4					16		2	6		28
Subtotal		4					16		2	6		28
<b>12. Final Inspections</b>												
12.1 Walkthrough of Site and Preparation of Punch List		10					10					20
12.2 Review Project to verify that Punch List has been completed		2					6					8
Subtotal		12					16					28
<b>13. Project Closeout</b>												
13.1 Project Closeout	2	80					40		8			130
Subtotal	2	80					40		8			130
<b>14. Other</b>												
14.1 Shop Drawing review and RFI Consultation			12									12
14.2 Other												
Subtotal			12									12
<b>Total Hours</b>	<b>11</b>	<b>178</b>	<b>17</b>	<b>4</b>	<b>116</b>	<b>116</b>	<b>396</b>		<b>84</b>	<b>32</b>		<b>823</b>
<b>Total Days (8 hrs)</b>	<b>1.4</b>	<b>22.3</b>	<b>2.1</b>	<b>0.5</b>	<b>14.5</b>	<b>14.5</b>	<b>49.4</b>		<b>6.8</b>	<b>4.0</b>		<b>115.4</b>
<b>Total Travel Time</b>	<b>2</b>	<b>12</b>			<b>16</b>	<b>16</b>	<b>27</b>		<b>4</b>			<b>77</b>
<b>Total Hours minus Travel Time</b>	<b>9</b>	<b>166</b>	<b>17</b>	<b>4</b>	<b>100</b>	<b>100</b>	<b>368</b>		<b>60</b>	<b>32</b>		<b>846</b>

## Direct Expenses

**KIRKHAM**  
**MICHAEL**

Other Miscellaneous Costs:	Quantity	Unit Cost	Amount
		Subtotal	
<b>TOTAL DIRECT EXPENSES</b>			<b>\$3,041.50</b>

# CONSTRUCTION ENGINEERING SERVICES

## Cost by Task

Project Name: **Jamaica Trail North - Phase 2**  
 Project Number: **ENH-55(160)**  
 Control Number: **12879**  
 Location (City, County): **Lincoln, Lancaster**  
 Firm Name: **Kirkham, Michael and Associates, Inc.**  
 Consultant Project Manager: **Brendan Lilley**  
 Phone/Email: **402-362-7117/billey@kirkham.com**  
 LPA Responsible Charge: **Terry Genrich**  
 Phone/Email: \_\_\_\_\_  
 NDOR Project Coordinator: **Greg Wood**  
 Phone/Email: **402 479-3831, greg.wood@nebraska.gov**  
 Date: **October 8, 2013**



Tasks	Total Hours	Direct Labor Cost	Overhead 169.02%	Fee for Profit 14.00%	Total Project Cost
<b>For Construction Engineering Services:</b>					
1. Project Management and Coordination	34	\$1,550.00	\$2,619.81	\$583.77	\$4,753.58
2. Meetings	72	\$2,589.86	\$4,377.38	\$975.41	\$7,942.65
3. Traffic Control Plan	16	\$630.51	\$1,065.69	\$237.47	\$1,933.67
4. SWPPP inspections/Manual Updates	17	\$338.55	\$572.22	\$127.51	\$1,038.28
5. Construction Survey/Staking	276	\$6,135.24	\$10,369.78	\$2,310.70	\$18,815.72
6. Construction Consultation/Site Manager & Daily Work Report (DWR)	30	\$555.00	\$938.06	\$209.03	\$1,702.09
7. Girder Shim Surveying (Bridge Projects Only)					
8. Perform Bearing Calculations					
9. Construction Inspection	280	\$6,307.28	\$10,660.56	\$2,375.50	\$19,343.34
10. Perform Material Sampling and Testing					
11. As-Built Drawings	28	\$757.96	\$1,281.10	\$285.47	\$2,324.53
12. Final Inspections	28	\$806.60	\$1,363.32	\$303.79	\$2,473.71
13. Project Closeout	130	\$4,672.80	\$7,897.97	\$1,759.91	\$14,330.68
14. Other	12	\$456.00	\$770.73	\$171.74	\$1,398.47
Direct Expenses					\$3,041.50
<b>TOTAL</b>	<b>923</b>	<b>\$24,799.80</b>	<b>\$41,916.62</b>	<b>\$9,340.30</b>	<b>\$78,098.22</b>

# CONSTRUCTION ENGINEERING SERVICES

## Project Cost

Project Name: **Jamaica Trail North - Phase 2**  
 Project Number: **ENH-55(160)**  
 Control Number: **12879**  
 Location (City, County): **Lincoln, Lancaster**  
 Firm Name: **Kirkham, Michael and Associates, Inc.**  
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 NDOR Project Coordinator: **Greg Wood**  
 Phone/Email: **402 479-3831, greg.wood@nebraska.gov.**  
 Date: **October 8, 2013**



Direct Labor Costs:			
Personnel Classification	Hours	Rate	Amount
Principal	11	\$52.88	\$581.68
Project Manager	178	\$42.55	\$7,573.90
Engineer	17	\$38.00	\$646.00
Designer/CADD Technician	4	\$30.50	\$122.00
Survey Crew Chief	116	\$25.70	\$2,981.20
Survey Crew Member	116	\$15.00	\$1,740.00
Inspector 2		\$19.50	
Inspector 1	395	\$18.50	\$7,307.50
Administrative		\$16.15	
Field Manager	54	\$52.88	\$2,855.52
Project Surveyor	32	\$31.00	\$992.00
<b>TOTALS</b>	<b>923</b>		<b>\$24,799.80</b>

Direct Expenses:	
	Amount
Subconsultants	
Printing and Reproduction Costs	\$1,694.00
Mileage/Travel	
Lodging/ Meals	\$1,347.50
Material Testing	
Other Miscellaneous Costs	
<b>TOTALS</b>	<b>\$3,041.50</b>

Total Project Costs:	
	Amount
Direct Labor Costs	\$24,799.80
Overhead @ 169.02%	\$41,916.62
Total Labor Costs	\$66,716.42
Fee for Profit Rate ( 14.00%	\$9,340.30
Direct Expenses	\$3,041.50
<b>PROJECT COST</b>	<b>\$79,098.22</b>



October 9, 2013

Kirkham Michael  
P.O. Box 542030  
Omaha, NE 68154

Attention: Mr. Chad Marsh  
P: 402.255.3841  
F: 402.255.3850

Re: Proposal for Construction Testing Services  
Jamaica North Trail – Phase 2  
Lincoln, Nebraska  
Terracon Proposal No. PA3130170

Dear Mr. Marsh

Terracon appreciates the opportunity to submit our proposal for completion of construction testing services for the referenced project. Our knowledge of area geology and site conditions in conjunction with the Lincoln office's ability to provide responsive and cost effective construction testing services will provide an economic benefit to the project. This proposal presents our understanding of the scope of the project, proposed services, fee schedule that will apply, and our Cost Estimate.

## A. PROJECT INFORMATION

We understand the project will consist of laboratory construction testing services for the Jamaica North Trail – Phase 2 project located in Lincoln, Nebraska.

## B. SCOPE OF SERVICES

Terracon will provide employees appropriately trained and equipped to respond to the testing needs of this project as scheduled by our client and/or your designated representative. This proposal is based on a specific scope of services derived from our experience on similar projects.. Based on this information, we understand the project testing scope of services for the estimate includes:

- Laboratory soil testing
  - Standard Proctor
- Portland cement concrete laboratory testing
  - Laboratory compressive strength testing of cylinders cast by others (ASTM C-39)
- Project Management

Terracon Consultants, Inc. 3220 North 20<sup>th</sup> Street, Suite 3 Lincoln, NE 68521  
P [402] 466 3911 F [402] 466 0811 [terracon.com](http://terracon.com)

Geotechnical



Environmental



Construction Materials



Facilities

► Reporting and supervision of laboratory and field services

In order to develop the Cost Estimate for this project, several assumptions were made based on our review of the project documents and experience on similar projects:

**Estimate**

- Estimated 4 Standard Proctor tests.
- 28 Concrete cylinders for compressive strength testing of cylinders cast and delivered to our laboratory by others..

**Scheduling of Services**

The number of tests and trips noted in our assumptions in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project. Terracon's services will be performed on an as-requested basis with scheduling by the client and/or designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as available basis, which may require changes in personnel assigned to the project. All requests for services should be submitted to this office, (phone 402/466-3911) and should not be scheduled through our field personnel.

We recommend that the scope of work described in this proposal be provided to the person(s) who will be responsible for scheduling our services so that they are aware of the services that are proposed.

**C. COMPENSATION**

Based on our review of the referenced information, our estimated budget to perform the proposed scope of services is \$ 1,694. A breakdown of our budget is provided in the attached Cost Estimate. It should be noted the Client would be billed only for the amount of service provided, i.e. Terracon will not bill for the total Cost Estimate if the total booked is less than the estimate. Please note this is only a budget estimate and not a not-to-exceed price. Many factors, including those out of our control, such as weather and the contractor's schedule, and how often we are called to the site to test, will dictate the final fee for our services.

Fees for services provided will be based on the following Unit Rate Schedule:

■ Responsive ■ Resourceful ■ Reliable

2

PA3130170-1.ttlr.doc

Proposal for Construction Testing Services  
Jamaica North Trail – Phase 2 ■ Lincoln, Nebraska  
October 9, 2013 ■ Terracon Proposal No. PA3130170

**Terracon**

- Personnel
  - Project Engineer .....\$120.00 / hour
  - Project Manager .....\$ 105.00 / hour
  - Project Coordinator .....\$ 60.00 / hour
- Laboratory Testing
  - Standard Proctor, soil .....\$185.00 each
  - Compressive Strength of Concrete Cylinders .....\$ 18.00 each

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative.

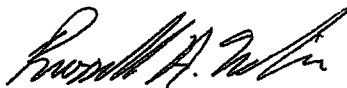
#### D. AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services and returning it along with this proposal to Terracon. This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. Terracon's total fee is due within thirty days following receipt of invoice. This proposal is valid only if authorized within sixty days from the listed proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or comments regarding this proposal.

Sincerely,

Terracon Consultants, Inc.



Russell A. Wilson  
Department Manager



Larry K. Lucke  
Project Manager

Copies to: Addressee (1 via e-mail)

Enclosure: Cost Estimate  
Agreement for Services

■ Responsive ■ Resourceful ■ Reliable

PA3130170-lettr.doc

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**COST ESTIMATE  
CONSTRUCTION TESTING SERVICES  
JAMAICA NORTH TRAIL - PHASE 2  
LINCOLN, NEBRASKA  
TERRACON PROPOSA NO. PA3130170**

**LABORATORY SOIL TESTING**

Standard Proctor (ASTM D-698)		
4 Test(s) x	\$ 185.00 /test =	\$ 740.00
	<b>Subtotal:</b>	<b>\$ 740.00</b>

**PORTLAND CEMENT CONCRETE TESTING**

Laboratory compression testing of concrete		
28 Tests x	\$ 18.00 /test =	\$ 504.00
	<b>Subtotal:</b>	<b>\$ 504.00</b>

**PROJECT MANAGEMENT**

Field Supervision, Report Preparation/Review		(Project Manager)
2 hours x	\$ 105.00 /hour =	\$ 210.00
Project Scheduling, Report Preparation		(Project Coordinator)
4 hours x	\$ 60.00 /hour =	\$ 240.00
	<b>Subtotal:</b>	<b>\$ 450.00</b>
<b>GRAND TOTAL</b>		<b>\$ 1,694.00</b>

- limit); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
  11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
  12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
  13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
  14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
  15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
  16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
  17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
 By: Russell A. Wilson Date: 10/9/2013  
 Name/Title: Russell A. Wilson / Department Manager  
 Address: 3220 N. 20th St. Suite 3  
Lincoln, NE 68521  
 Phone: (402) 466-3911 Fax: (402) 466-0811  
 Email: rawilson@terracon.com

Client: **Kirkham Michael & Assoc**  
 By: Chad W. Marsh Date: 10-10-13  
 Name/Title: Chad Marsh / Vice President  
 Address: 12700 West Dodge Rd PO Box 542030  
Omaha, NE 68154-8030  
 Phone: (402) 255-3841 Fax: (402) 255-3850  
 Email: cmarsh@kirkham.com

Reference Number: PA3130170

## **FEES AND PAYMENTS**

### **EXHIBIT "B"**

- A. **Payment Method.** Payment under this agreement will be made based on Actual Costs plus a Fixed Fee for profit.
- B. **Total Agreement Amount.** For performance of the services as described in this agreement, the Consultant will be paid a fixed-fee-for-profit of \$9,340.30 and up to a maximum amount of \$69,757.92 for actual costs as defined in paragraph "H" of this section. The total agreement amount is \$79,098.22. The Consultant's compensation shall not exceed this maximum amount without prior written approval of the LPA.
- C. **Ineligible Costs.** The LPA is not responsible for costs incurred prior to the Notice-to-Proceed date or after the completion deadline date set out in the NOTICE TO PROCEED AND COMPLETION section of this agreement or as provided in a written time extension notification.
- D. **Federal Cost Principles.** For performance of Services under the terms of this agreement, the Consultant will be paid as authorized for each specific Task Order, subject to the terms of this agreement and all requirements and limitations of the federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).
- E. **Federal-aid.** (2-1-12) LPA will not make payments directly to Consultant for services performed under this agreement. Instead, the State will serve as a paying agent for LPA, and will pay Consultant directly for properly submitted and approved invoices using both LPA and Federal funds based on the applicable project federal cost participation percentage. The following process shall apply whenever the LPA, the State or the FHWA determines that certain costs, previously paid to Consultant, should not have been paid with federal funds by the State to Consultant. Consultant shall immediately repay the State the federal share of the previously paid amount and may invoice LPA for the costs repaid to the State. LPA shall promptly pay the full amount of the invoice from its own funds unless LPA, in good faith, disputes whether the Consultant is entitled to the payment under the agreement or the amount of the invoice. In the event of a dispute between LPA and Consultant, the dispute resolution process of Section 18 herein shall be used by the parties.
- F. **Subconsultant Over-runs and Under-runs.** The Consultant shall require any subconsultant to notify Consultant if at any time the subconsultant determines that its costs will exceed its negotiated fee estimate. The Consultant shall not allow any

subconsultant to exceed its negotiated fee estimate without prior written approval of the LPA. The Consultant understands that the amount of any subconsultant cost under-run will be subtracted from the total compensation to be paid to Consultant under this agreement, unless prior written approval is obtained from the LPA and, when applicable, FHWA.

G. **Out of Scope Services and Consultant Work Orders.** The LPA may request that Consultant provide services that, in the opinion of Consultant, are in addition to or different from those set out in the Scope of Services. When the LPA decides that these services require an adjustment in costs, the Consultant shall: (a) describe the proposed services, (b) provide an explanation why Consultant believes that the proposed services are not within the original scope of services and additional work effort is therefore required, and (c) estimate the cost to complete the services. Consultant must receive written approval from the LPA before proceeding with the out-of-scope services. Before written approval will be given by the LPA, the LPA must determine that the situation meets the following criteria:

- That the additional work is beyond the scope of services initially negotiated with Consultant; and
- That the proposed services are within the scope of the Request for Proposal under which Consultant was selected and contract entered into; and
- That it is in the best interest of the LPA that the services be performed under this agreement.

Once the need for a modification has been established, a supplemental agreement will be prepared.

If the additional work requires the Consultant to incur costs prior to execution of a supplemental agreement, the LPA shall use the process set out below:

- The Consultant Work Order (CWO) – DR Form 250 shall be used to describe and provide necessary justification for the additional the scope of services, effort, the deliverables, modification of schedule, and to document the cost of additional services. The CWO form is available on the Department of Roads website at [www.transportation.nebraska.gov/gov-aff/lpa-guide-man.htm#forms4](http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.htm#forms4). The CWO must be executed to provide authorization for the additional work and to specify when that work may begin. This agreement will be supplemented after one or more CWOs have been authorized and approved for funding.

H. **Payments.** Payment for work under this agreement will be made based on actual costs plus a fixed fee for profit. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

(1) Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

(a) Hourly Rates: For hourly employees, the hourly earnings rate shall be the employee's straight time hourly rate for the pay period in which the work was performed.

For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.

(b) Time records: The hours charged to the project must be supported by adequate time distribution records. The records must clearly indicate the distribution of hours to all activities on a daily basis for the entire pay period, and there must be a system in place to ensure that time charged to each activity is accurate.

(2) Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items.

A non-labor cost charged as a direct cost cannot be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Consultant shall submit to the LPA an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices. The State, on behalf of the LPA, will pay the Consultant for all necessary, allowable, eligible and properly documented direct non-labor costs related to the work under this agreement.

The following expenses will be reimbursed at actual costs, not to exceed the rates as shown below.

(a) The reimbursement for mileage associated with the use of company owned vehicles shall be the prevailing standard rate as established by the Internal

Revenue Service (IRS) through its Revenue Procedures. Reimbursement for

mileage associated with the use of a privately owned vehicle (POV), is limited to the lesser of:

- 1) The mileage rate which the consultant reimbursed to the person who submitted the claim for POV use, or
  - 2) The prevailing standard rate as established by the IRS.
- (b) Automobile Rentals and Air Fares will be actual reasonable cost and if discounts are applicable the Consultant shall give the LPA the benefit of all discounts.
- (c) The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

- 1) For the Consultant and its employees to be eligible for the meal allowance, the following criteria must be met.

Breakfast:

- a) Employee is required to depart at or before 6:30 a.m., or
- b) Employee is on overnight travel.

Lunch:

- a) Employee must be on overnight travel. No reimbursement for same day travel.
- b) Employee is required to leave for overnight travel at or before 11:00 a.m., or
- c) Employee returns from overnight travel at or after 2:00 p.m.

Dinner:

- a) Employee returns from overnight travel or work location at or after 7:00 p.m., or
- b) Employee is on overnight travel.

Meals are not eligible for reimbursement if the employee eats within 20 miles of the headquarters town of the employee.

The Consultant shall note the actual lodging and meal costs in a daily diary, expense report, or on the individual's time report along with the time of departure to the project and time of return to the headquarters town. The total daily meal costs must not exceed the GSA rates set out above.

- (3) Overhead Costs include indirect labor costs, indirect non-labor costs, and direct labor additives that are allowable in accordance with 48 CFR 31. Overhead costs are to be allocated to the project as a percentage of direct labor costs. The Consultant will be allowed to charge the project using its actual allowable overhead rate. Overhead

L. **Final Invoice.** Upon completion of the work under this agreement, the Consultant shall submit their final invoice with a letter identifying it as the final invoice. The letter shall also include the following information/statements:

1. Project name/location, project number, control number, service provided, and agreement number.
2. All the work under this agreement has been completed and all required deliverables have been submitted to the LPA,
3. Consultant has no outstanding issues to be resolved regarding the work under this agreement.

In addition, the Consultant shall review the overhead costs billed to-date to determine if the overhead rates used on the progress billings match the actual allowable rate applicable to the time period that the labor was incurred. If cost adjustments are necessary, they should be reflected on the final invoice. If a particular year's actual overhead has not yet been computed or approved by the State, the most recent years accepted rate should be applied.

M. **Final Payment.** Upon determination by the LPA and the State that the work was adequately substantiated and completed in accordance with this agreement, payment will be made in the amount of the approved final invoice. The acceptance by the Consultant of the final payment will constitute and operate as a release to the LPA and the State for all claims and liability to the Consultant, its representatives, and assigns, for any and all things done, furnished, or relating to the services rendered by or in connection with this agreement or any part thereof.

N. **Audit and Final Cost Adjustment.** Upon acceptance by the LPA and the State, the State, or its authorized representative, may complete an audit review of the payments made under this agreement. The Parties understand that the audit may require an adjustment of the payments made under this agreement. The Consultant agrees to reimburse the State for any overpayments identified in the audit review, and State agrees to pay Consultant for any identified underpayments.

O. **Consultant Cost Record Retention.** The Consultant shall maintain, and also require that its Subconsultants/Subcontractors maintain, all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such material available for examination at its office at all reasonable times during the agreement period and for three years from the date of final cost settlement by FHWA

and project closeout by the State. Such materials must be available for inspection by

in favor of the LPA shall be provided.

**Additional Requirements –**

- Any insurance policy shall be written by a reputable insurance company acceptable to the LPA or with a current Best's Insurance Guide Rating of A – and Class VII or better, and authorized to do business in Nebraska.
- Evidence of such insurance coverage in effect shall be provided to the LPA in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s).
- For so long as insurance coverage is required under this agreement, the Consultant shall have a duty to notify the LPA and the State of Nebraska Department of Roads (State) when the Consultant knows, or has reason to believe, that any insurance coverage required under this agreement will lapse, or may be canceled or terminated. The Consultant must forward any pertinent notice of cancelation or termination to the LPA and to the State by mail (return receipt requested), hand-delivery or facsimile transmission within 2 business days of receipt by Consultant of any such notice from an insurance carrier. Copies of notices received by the Consultant shall be sent to the LPA, in care of the LPA's Responsible Charge and to the State at the following address:

Nebraska Department of Roads  
Construction Division – Insurance Section  
1500 Highway 2, P. O. Box 94759  
Lincoln, NE 68509-4759  
Facsimile No. 402-479-4854

- Failure of the owner or any other party to review, approve, and/or reject a certificate of insurance in whole or in part does not waive the requirements of this agreement.
- The Limits of Coverage's set forth in this document are suggested minimum limits of coverage. The suggested limits of coverage shall not be construed to be a limitation of the liability on the part of the consultant or any of its subconsultants/tier subconsultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant, subconsultant, or tier subconsultant of any responsibility of liability under the contract.
- If there is a discrepancy of coverage between this document and any other insurance specification for this project, the greater limit or coverage requirement shall prevail.